

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RailWayz, Inc.		03/18/2005	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Elk Composite Building Products, Inc.		
Street Address:	14911 Quorum Drive, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78514348	WOODCHUK COMPOSITE RAILING SYSTEM	
Serial Number:	78514340	UNI-BALL BALUSTER CONNECTORS	
Serial Number:	78512821	RAIL WAYZ	
CORRESPONDENCE DATA			
Fax Number:	(214)978-3099		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(214)978-3064		
Email:	angela.l.young@bakernet.com		
Correspondent Name:	S. Roxanne (Edwards) Leucht		
Address Line 1:	2001 Ross Ave., Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Angela L. Young		
Signature:	/ALY/		

OP \$90.00 78514348

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TRADEMARK
REEL: 003050 FRAME: 0097

Date:

03/21/2005

Total Attachments: 4

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ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS** (this "Assignment") is made effective this 18th day of March, 2005, by RailWayz, Inc., a New Jersey corporation with offices at 247 Drumpoint Road, Brick, New Jersey 08724 ("Assignor"), to Elk Composite Building Products, Inc., a Delaware corporation with offices 14911 Quorum Drive, Suite 600, Dallas, Texas 75254.

PRELIMINARY STATEMENT

A. As of March 18, 2005, Assignee and Assignor entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor all of the Assignor's Intellectual Property (as defined in the Asset Purchase Agreement) relating to or otherwise used or useful in the Company's business of manufacturing and selling aluminum balusters and the WOODCHUK COMPOSITE RAILING SYSTEM™ product line, including ancillary products such as, but not limited to, the UNI-BALL BALUSTER CONNECTORS™ baluster connectors, structural post supports, centerpieces, and brackets (collectively, the "Business").

B. Included, without limitation, in the Intellectual Property are all of Assignor's trademarks, service marks, trade dress, logos, trade names, and corporate names, existing anywhere in the world, relating to or otherwise used or useful in the Business, including, but not limited to, the marks and names set forth on *Schedule A* to this Assignment, and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith (collectively, the "Marks").

C. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments of assignment as Assignee may reasonably request. Capitalized terms used in this Assignment without definition shall have the respective meanings given to them in the Asset Purchase Agreement.

D. Therefore, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks.

ASSIGNMENT

Assignor, for and in acknowledgement of receipt of the consideration set forth in the Asset Purchase Agreement, hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, the same to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, and all causes of action, rights of recovery and claims for damages and profits and other relief referring or pertaining to the Marks, including claims for past, present and future infringement of any of the Marks, that may hereafter be secured under any law, and to file any application and obtain any registration anywhere in the world regarding the Marks.

Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office to record Assignee as the owner of the pending U.S. Trademark Applications set forth on ***Schedule A*** of this Assignment and any resulting registrations, and to issue any certificates of registration or recordation, present, pending or future, for any application or registration of any Marks to Assignee.

Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor and will testify as to the same in any office action, opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Marks in the United States and/or in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Upon request of Assignee, at any time, Assignor shall promptly perform all reasonable acts, execute, acknowledge, deliver and/or cause to be delivered any letter of consent and any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to cause a registration of any of the Marks for the full benefit of Assignee, to change ownership of the Marks and any registration and application for the Marks to Assignee, to perfect in Assignee full, sole and complete ownership in and to all rights, title and interest in and to the Marks and any registrations and applications therefor, and to fulfill all the terms and conditions of this Assignment.

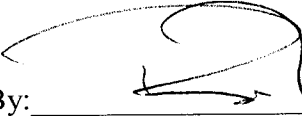
This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is for recordal purposes. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall prevail.

Except to the extent that federal law preempts state law with respect to the matters covered by this Assignment, it will be governed by and construed under the laws of Texas without regard to conflicts of laws principles that would require the application of any other law.

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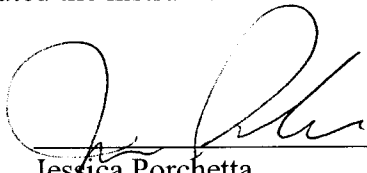
Assignor has executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

RAILWAYZ, INC.

By: 
David DeRogatis, President

State of New Jersey)
) ss:
County of Essex)

On this 18th day of March 2005, before me, Jessica Porchetta, Esq., personally appeared David DeRogatis of RailWayz, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Jessica Porchetta
Attorney at Law in New Jersey

SCHEDULE A

Registrations for Trademarks, Service Marks and Trade Names

<u>Mark</u>	<u>Registration Number</u>	<u>Application Date</u>
None		

Pending Applications for Trademarks, Service Marks and Trade Names

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
WOODCHUK COMPOSITE RAILING SYSTEM	U.S. 78/514,348	November 10, 2004
UNI-BALL BALUSTER CONNECTORS	U.S. 78/514,340	November 10, 2004
RAIL WAYZ	U.S. 78/512,821	November 8, 2004

Common Law Trademarks, Service Marks and Trade Names

<u>Mark and/or Trade Name</u>	
WOODCHUK	(Word Mark and/or Trade Name)
WOODCHUK COMPOSITE RAILING SYSTEM	(Word Mark and/or Trade Name)
UNI-BALL	(Word Mark and/or Trade Name)
RAIL WAYZ	(Word Mark and/or Trade Name)